

# City of Sonoma

RESOLUTION # 30 - 2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SONOMA  
ADOPTING TERMS AND CONDITIONS OF EMPLOYMENT FOR  
NON-REPRESENTED, EXECUTIVE, MANAGEMENT/ADMINISTRATIVE,  
AND CONFIDENTIAL PERSONNEL**

**WHEREAS**, the City Council of the City of Sonoma wishes to establish terms and conditions of employment for Executive/At-Will, Management, Administrative, and Non-Represented Confidential personnel; and

**WHEREAS**, the Non-Represented Executive, Management/Administrative, and Confidential personnel shall consist of the following job classifications:

Executive	Management/Administrative	Confidential
Assistant City Manager/ Administrative Services Director	Deputy City Manager	Accountant
Development Services Director/ Building Official	Finance Director	
Public Works Director/ City Engineer	Public Works Operation Manager	
Planning & Community Services Director	Public Works Administrative & Project Manager	
	City Clerk / Executive Assistant	
	Deputy Finance Director	
	Human Resources Manager	
	Senior Management Analyst	
	Senior Planner	
	Accounting Manager	

**NOW, THEREFORE, BE IT RESOLVED**, that the terms and conditions of employment for Non-represented Confidential Personnel, Executive/At-Will, Management and Administrative personnel shall be as follows:

**A. SALARY**

1. Base Wages:

- a. Each employee shall be paid base wages in accordance with the Salary Schedule that is Attachment A.

- b. Effective the first full pay period following Council approval of this Resolution, the salary schedule shall be improved by eight percent (8%).
- c. Effective the first pay period following July 1, 2023, and the first pay period following July 1, 2024, the salary schedule shall be adjusted by the lesser of the following, not to be less than two percent (2%) or to exceed two point five percent (2.5%):
  - (1) The Consumer Price Index (CPI-U) for the West Region (as found on the U.S. Department of Labor, Bureau of Labor Statistics web site) for March to March of the previous year; or
  - (2) The City's revenue change as measured by revenue receipts on June 30<sup>th</sup>.
  - (3) Should the City's Transient Occupancy Tax (TOT) revenue from the period of March to March come in 2% below the same period in the preceding year, the Council will re-examine compensation.

**B. OVERTIME**

This section shall apply only to employees holding the positions of Accountant and any future confidential positions, but not to positions in the "Executive" or "Management/Administrative" group. The Accountant shall be paid overtime at the rate of time and one-half (1.5) their regular rate of pay. All overtime shall be recorded and paid on the basis of fifteen (15) minute increments.

**C. LONGEVITY**

The City agrees to provide longevity pay to all employees covered by this Resolution as follows:

- 1. two and one-half percent (2.5%) of base pay at the commencement of the sixth (6<sup>th</sup>) consecutive year; and
- 2. two and one-half percent (2.5%) of base pay at the commencement of the eleventh (11<sup>th</sup>) consecutive year.

**D. RECOGNITION FOR COMPLETION OF SPECIAL PROJECTS/ ACCOMPLISHMENTS (Incentive Award or Recognition Award)**

The City Manager has the authority to provide an incentive or recognition award to an employee or a team of employees for performance above and beyond expectations. The City Manager also has the authority to provide additional leave time to an employee or team of employees in recognition of outstanding performance. Any monetary incentive or recognition award is separate from any annual adjustment or award. Individual Department Directors, with the approval of the City Manager, have the authority to provide recognition to an employee or team of employees for performance above and beyond expectations. Recognition may be in the form of additional leave time. Any incentive or recognition award is separate from the annual adjustment or award.

**E. RETIREMENT**

1. Classic:

Employees covered by this Resolution who were hired on or before December 31, 2012, and those who are not deemed "New Members" are considered "Classic" employees by the California Public Employees Retirement Systems (CalPERS) and shall be eligible for the 2% at age 55 CalPERS benefit formula with the highest single year provision for all represented employees. These employees shall also be provided the sick leave conversion benefit and the 1959 survivor's benefit as defined in the PERS handbook.

- a. Employees eligible for the CalPERS 2% at age 55 retirement formula shall pay 7% of salary to fund the *employee share* of the pension.
- b. Effective the first full pay period following January 1, 2017, employees eligible for the CalPERS 2% at age 55 retirement formula shall contribute an additional one percent (1%) of PERS-able compensation toward the City's cost of pension benefits for a total of eight percent (8%) contribution.
- c. Effective the first full pay period following ratification, employees eligible for the CalPERS 2% at age 55 retirement formula shall contribute an additional one-half percent (0.5%) of PERS-able compensation toward the City's cost of pension benefits for a total of eight and one-half percent (8.5%) contribution.

2. New Members:

Employees who were hired on or after January 1, 2013, are subject to provisions of the Public Employee Pension Reform Act of 2013 ("PEPRA"), Assembly Bill No. 340 and Government Code 7522.02. PEPRA provides the following:

- a. A new defined benefit formula of two percent (2%) at age sixty-two (62) for employees who first become members of CalPERS on or after January 1, 2013.
- b. The final compensation based on the employee's highest annual compensation earnable averaged over a consecutive 36-month period.
- c. Employees subject to PEPRA provisions shall contribute fifty percent (50%) of the total annual normal cost of their pension benefit to the pension plan as determined by the City's CalPERS actuary.
- d. Effective the first full pay period following January 1, 2017, employees subject to PEPRA provisions shall contribute an additional one percent (1%) of PERS-able compensation toward the City's cost of pension benefits

for a total of one percent (1%) contribution to CalPERS in addition to half the normal cost as described in 2.c.

- e. Effective the first full pay period following ratification, employees subject to PEPPRA provisions shall contribute an additional one-half percent (0.5%) of PERS-able compensation toward the City's cost of pension benefits for a total of one and one-half percent (1.5%) contribution to CalPERS in addition to half the normal cost as described in 2.c.
3. Employee contributions to CalPERS described above shall be made through payroll deductions with state and federal income tax on the contribution deferred to the extent permitted by Internal Revenue Code, 26 USC Section 414(h)(2).

**F. SICK LEAVE**

1. Sick leave shall be permitted for the following purposes:
- a. diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or a member of the employee's immediate family; or
  - b. for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in subdivision (c) of Section 230 and subdivision (a) of Section 230.1 of the Labor Code.
  - c. Abuse or improper use of sick leave will subject the employee to disciplinary action including possible dismissal.
2. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable.
3. After a sick leave absence of three (3) days or more, the employee may be required to submit a physician's certificate stating the diagnosis, prognosis and the date the employee may return to work. In some instances, the employee may be required to submit a release form from his or her physician before returning to work. A physician's certificate is a written document signed by a licensed physician relative to an employee's illness. The employee must have been examined by the physician and have been determined, as a result of such examination, to be too ill to report for work.
4. Sick Leave Accrual
- a. Sick leave shall be granted at the rate of eight (8) hours for each full calendar month of service. There is no limit on accumulated sick leave.
  - b. Employees with a date of hire on or before September 1, 2019 shall have forty-eight (48) hours of sick leave designated as alternate leave per

calendar year. The forty-eight (48) alternate leave hours may be used for any reason of the employee's choosing, subject to scheduling considerations by the department head. The forty-eight (48) hours will be awarded on the basis of twenty-four (24) hours on January 1 and twenty-four (24) hours on July 1. Alternate leave cannot accumulate but must be used during the calendar year in which it is granted. Should an employee choose not to use the forty-eight (48) hours of alternate leave during the calendar year, the hours will be credited toward the employee's sick leave accumulation and will be subject to the same policies as other sick leave.

- c. The City will purchase one-half (1/2) of the current calendar year's unused alternate leave [if requested by the employee] to a maximum of twenty-four (24) hours. The purchase will occur on the first payroll of November of each year. In order to exercise this option, forty (40) hours of sick leave must be remaining at the end of the purchase.
5. Employees covered under this Resolution who are separated from the service due to industrial disability after ten (10) years of continuous service shall be eligible for reimbursement of accrued sick/alternate leave and shall be provided health, dental and vision insurance for a period of time equal to the number of sick leave hours accrued.
6. An employee absent from work for sixty (60) calendar days or more due to injury or illness, and eligible for long-term disability insurance benefits, shall not accrue additional sick leave or vacation leave, nor shall such employee participate in the Public Employee's Retirement System during such an absence.
7. Except as required by Labor Code section 245 et seq. and other applicable law, sick leave with pay will not be granted to any employee who has served less than three (3) months in the service of the City.
8. With the preceding exceptions, all eligibility for sick leave with pay shall be canceled upon separation of the employee from the City service.

#### **G. VACATION**

1. Vacation Accrual: Employees shall accrue vacation as follows:

<b>Months of Employment</b>	<b>Monthly Vacation Hours Accrued</b>
1 – 36	6.67
37 – 60	8
61 – 120	11.33
121 – 180	12.67
181 and thereafter	14.67

2. Bonus Vacation: An employee shall be granted bonus vacation on the commencement of:
  - a. their sixty-first (61<sup>st</sup>) month of continuous employment, a bonus of forty (40) hours of vacation shall be added to his/her account;
  - b. their one hundred eighty-first (181<sup>st</sup>) month of continuous employment, a bonus of forty (40) hours of vacation shall be added to his/her account.
3. Maximum Accrual: The maximum accumulation of vacation leave shall be double the amount of vacation time earned by the employee in an accrual year. When an employee reaches his/her maximum accrual limit, the employee shall cease to accrue vacation.
  - a. If an employee requests vacation and is denied due to staffing, the time requested may remain in the employee's accrual even if the employee has achieved maximum accrual.
  - b. This over-cap vacation time is to be used as soon as allowed, but not later than six (6) months.
4. Payment on Separation: Employees who terminate or retire shall be paid a lump sum for all unused and accrued vacation.
5. Annual Cash-Out: Employees may request and receive payment at the base hourly rate for up to forty (40) hours of accrued vacation on an annual basis, provided that the employee has a minimum remaining vacation balance of eighty (80) hours following payment. An employee may request to sell back vacation by entering the number of desired hours on his/her timecard. Payment for the hours shall be made in a supplemental paycheck in the following month. The vacation sell-back option is only available once each fiscal year for each employee.

#### **H. ADMINISTRATIVE LEAVE**

1. The following classifications shall be entitled to eighty (80) hours of Administrative Leave: Assistant City Manager/Administrative Services Director, Finance Director, City Clerk/Executive Assistant, Development Services Director/Building Official, Planning and Community Services Director, Senior Planner and Public Works Director/Engineer.
2. The following classifications shall be entitled to sixty-four (64) hours of Administrative Leave: Deputy City Manager, Human Resources Manager, Deputy Finance Director, Accounting Manager, Public Works Administrative and Project Manager, and Senior Management Analyst.
3. The Accountant position shall not receive Administrative Leave due to the provision for Overtime pay.

4. Administrative Leave days will be available on the first day of July of each year.
5. Administrative Leave shall not accrue and will not be compensable under any circumstances.

**I. SCHEDULING PAID LEAVE**

Scheduling leave shall be done in accordance with established City Personnel Policies.

**J. HOLIDAYS**

1. Specified Holidays: Employees are normally paid eight (8) hours for each of the following holidays:

January 1	New Years' Day
Third Monday in January	Martin Luther King Jr. Day
Third Monday in February	Presidents' Day
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
November 11	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	The day following Thanksgiving
December 24	Christmas Eve
December 25	Christmas
December 31	New Years' Eve

Every day proclaimed by the Mayor as a holiday

2. If a listed holiday occurs on a Saturday or a Sunday, the following Monday or the preceding Friday (provided such days are not also a holiday) will be designated by the City for observance.
3. Employees whose normal schedule does not include any of the specified holidays listed above may arrange to take a different eight (8) hours off during the pay period in which the holiday occurs.
4. Floating Holidays:
  - a. In addition to Section 1., employees shall receive two (2) floating holidays each year.
  - b. In addition to Sections 1. and 4.a., Water Operations Supervisors and Public Works Supervisors shall receive two (2) floating holidays each year.

**K. JURY DUTY LEAVE**

Jury Duty Leave shall not exceed two (2) work weeks per year for service on a trial jury. Greater jury duty benefits may be awarded by the City Manager on a case-by-case basis.

#### **L. BEREAVEMENT LEAVE**

A total of five (5) days of bereavement leave shall be provided in the event of the death of a parent, parent-in-law, child / step-child, spouse / registered domestic partner, sibling, grandparent or grandchild. Three (3) days of paid bereavement leave shall be provided to the employee with two (2) days unpaid bereavement leave. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory time off that is otherwise available to the employee for the two (2) days of unpaid bereavement. The leave must be completed within three (3) months of the death. Greater bereavement benefits may be awarded by the City Manager on a case-by-case basis.

#### **M. HEALTH-RELATED INSURANCE**

##### **A. Medical:**

1. Effective the first full pay period upon ratification, the City's maximum contribution towards medical insurance premiums for employees and dependents as set forth in Attachment B.
2. Effective upon ratification, the City's maximum contribution toward benefits premiums shall be as follows:
  - a. \$708 Employee
  - b. \$1,415 Employee + 1
  - c. \$2,002 Employee +2 or more
3. Each July 1 thereafter, the City shall cost share increases in premiums based upon the Kaiser plan not to exceed a six percent (6%) increase over the prior year. The City shall cover two-thirds (2/3) and the employee will cover one-third (1/3) of the premium increase. The City's maximum contribution increase shall not exceed four percent (4%) in any one year. All premium increases in excess of six percent (6%) shall be borne by the employee.
4. If employees elect medical, dental or vision coverage other than the group plans offered by the City, the City shall pay the premium on those plans, up to the amount currently paid by the City for Blue Cross medical and REMIF dental and vision.

##### **B. In Lieu of Medical:**

1. Any employee employed prior to July 1, 2019, may receive, if requested, a payment in lieu of medical insurance equal to fifty percent (50%) of the City's contribution.
2. Any employee employed on or after July 1, 2019, may, if requested, receive Three Hundred Dollars (\$300.00) per month in lieu of medical, if the employee provides proof of coverage under an alternate policy.



3. Provided the employee has proof of comparable insurance, he/she may receive dollars in lieu of medical insurance as set forth above.
  4. Payments will be made on a monthly basis.
- C. Dental: The City will pay for dental/orthodontic insurance (currently Redwood Empire Municipal Insurance Fund) for the employee and dependents.
- D. Vision: Vision coverage will be paid by the City for the employee and dependents.
- E. Life: Employees shall receive, at City expense, a One Hundred Thousand Dollar (\$100,000.00) term life insurance policy.
- F. Long-Term Disability: The City agrees to provide employees with long-term disability insurance with all premiums paid by the City.
- G. Waiting Period:
1. The waiting period for long-term disability benefits shall be sixty (60) days.
  2. There shall be no City-required waiting period for newly hired employees to become eligible for all other insurance coverage (medical, vision, and dental). There may be a waiting period imposed by the insurance providers, which shall be followed.

**N. DEFERRED COMPENSATION**

The City shall contribute Twenty-Five Dollars (\$25.00) per pay period on behalf of each employee. The Twenty-Five Dollar (\$25.00) contribution is being made on behalf of the employee and does not require an additional Twenty-Five Dollar (\$25.00) contribution by the employee.

**O. AT-WILL EMPLOYMENT**

City of Sonoma Resolution 73-81, Section 6, is hereby amended to exclude "Executive" classified employees from Competitive Service. Executive Employees hired prior to May 2017, are grandfathered and are not subject to this provision.

Nothing in this Resolution shall prevent, limit or otherwise interfere with the right of the City to terminate employment of an employee, with or without cause.

**P. EXECUTIVE STAFF/AT-WILL SEVERANCE PACKAGES**

Executive classified employees are entitled to a severance package if they are terminated from their position by the City, unless the termination is the result of criminal activity or behavior. Executive employees will receive a six (6) month severance package (base salary only).

**Q. LAY-OFF POLICY**

If an employee is laid off during the initial term of this Resolution, the City shall provide:

1. three (3) month's severance pay; and
2. ninety (90) days of medical insurance coverage.

**R. RULES AND REGULATIONS**

City of Sonoma Personnel Resolution No. 73-81 (and any subsequent revisions) is incorporated herein and, by reference, is binding except where in conflict with State or Federal law.

**S. PROBATION**

Personnel covered by this resolution will be subject, upon hire, to a probationary period equivalent to one year.

**T. TERM**

The term of this Resolution shall be July 1, 2022, through and including June 30, 2025.

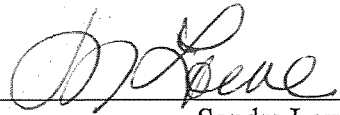
**PASSED AND ADOPTED** at a Regular Meeting of the City Council on this 3<sup>rd</sup> day of May 2023.

AYES: *GURNEY, WELLANDER, FARRAR-RIVAS, DING, LOWE*

NOES:

ABSENT:

ABSTAIN:

  
\_\_\_\_\_  
Sandra Lowe, Mayor

Attest:  
  
\_\_\_\_\_  
Rebekah Barr, MMC, City Clerk